

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2006

Division: Public Works

Bulk Item: Yes X No     

Department: Administration

Staff Contact Person: Beth Leto

---

**AGENDA ITEM WORDING:** Approval of an Amendment to the Interlocal Agreement with the City of Marathon concerning use of the meeting room at the Marathon Government Center for City Council meetings.

---

**ITEM BACKGROUND:** The City of Marathon has requested a reduction in the annual meeting room usage fee from \$25,978.68 to their budgeted amount of \$20,000.

---

**PREVIOUS RELEVANT BOCC ACTION:** Approval of Interlocal Agreement on October 19, 2005.

---

**CONTRACT/AGREEMENT CHANGES:** Amend Sec. 2 to reduce annual meeting room usage fee from \$25,978.68 to \$20,000 for the term of October 1, 2005 to September 30, 2006.

---

**STAFF RECOMMENDATIONS:** Approval.

---

**TOTAL COST:** N/A

**BUDGETED:** Yes N/A No     

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:** N/A

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**            **Year** \$20,000

**APPROVED BY:** County Atty. X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**



Dent Pierce

**DOCUMENTATION:** Included X

Not Required     

**DISPOSITION:**   

**AGENDA ITEM #**

**Leto-Beth**

---

**From:** Pierce-Dent  
**Sent:** Thursday, April 20, 2006 3:51 PM  
**To:** Leto-Beth  
**Subject:** FW: Room charges for Commission Chambers, E.O.C.

Beth lets discuss. Dent

---

**From:** Mike Puto [mailto:[putom@ci.marathon.fl.us](mailto:putom@ci.marathon.fl.us)]  
**Sent:** Thursday, April 20, 2006 2:19 PM  
**To:** Pierce-Dent  
**Subject:** Room charges for Commission Chambers, E.O.C.

To: Dent Pierce, Director of Public Works

I received the billing statement for the use of the County Commission meeting room at the Marathon Government Center in the amount of \$25,978.68. Last year the cost was \$18,789.03. I budgeted a 7% cost increase for 2005-2006 usage, or \$20,000. I did not plan on a \$7,000 increase. I am asking you to please check with the County Administrator or the Board of County Commissioners and get the necessary approval for the fee to be adjusted from \$25,978.68 to \$20,000.

Thank you ahead of time for your assistance with my request.

4/27/2006

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: City of Marathon Contract # \_\_\_\_\_  
 Effective Date: 10-1-2005  
 Expiration Date: 9-30-2006

Contract Purpose/Description: Amendment to ILA w/City of Marathon reducing annual fee for holding City Council meetings at the Marathon Government Center.

Contract Manager: Beth Leto 4560 Public Works – Stop 1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on: May 16, 2006 Agenda Deadline: May 2, 2006

## CONTRACT COSTS

Total Dollar Value of Contract: \$REVENUE Current Year Portion: \_\_\_\_\_  
 Budgeted? Yes ☐ No ☐ Account Code: \_\_\_\_\_  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

## ADDITIONAL COSTS

Estimated Ongoing Costs: For:  
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/3/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Beth Leto</u>	<u>5/3/06</u>
Risk Management	<u>5-3-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>5-3-06</u>
O.M.B./Purchasing	<u>5/01/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>T. Poo</u>	<u>5-2-06</u>
County Attorney	<u>4/28/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Susan Grimsley/BL</u>	<u>5-1-06</u>

Comments: \_\_\_\_\_

**AMENDMENT TO INTERLOCAL AGREEMENT**  
**(USE OF THE MEETING ROOM AT THE MARATHON GOVERNMENT CENTER)**

THIS AMENDMENT TO INTERLOCAL AGREEMENT is entered into this 16<sup>th</sup> day of May, 2006, pursuant to Sec. 163.01, F.S., by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter County, and the CITY OF MARATHON, a municipal corporation, whose address is 10045-55 Overseas Highway, Marathon, FL 33050, hereafter City.

WHEREAS, on October 19, 2005, the County and the City entered into an Interlocal Agreement for use of the meeting room at the Marathon Government Center; and

WHEREAS, the City has requested a reduction in the annual meeting room usage fee set forth in Section 2 of the October 19, 2005, Interlocal Agreement;

NOW, THEREFORE, the Interlocal Agreement between the parties dated October 19, 2005, is hereby amended as follows:

Section 1. Section 2 is hereby amended to read as follows:

“Section 2. From the date of this agreement, until September 30, 2006, City shall pay the County \$20,000.00 in advance for 26 City Council meetings to be held at the Marathon Government Center, televised live (if there is no conflict with a county meeting or hearing), meeting video tapes, and one replay on Channel 76 of each meeting. The City may add three additional meetings to the 26 authorized above without additional charge. If the City holds meeting in excess of 29 during the period of October 1, 2005 through September 30, 2006, and desires that the extra meetings be held at the Marathon Government Center pursuant to this agreement, then the City must pay the County an additional \$999.18 for each meeting held. If the City holds less than 23 meetings using the Marathon Government Center, pursuant to this agreement, during the period of October 1, 2005 through September 30, 2006, then the County must refund or credit \$999.18 to the City for each meeting less than 23. If this agreement is extended for subsequent years after September 30, 2006, then for each year thereafter the fee will be adjusted to reflect changes in County costs.”

Section 2. In all other respects, the Interlocal Agreement between the parties dated October 19, 2005, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
set forth below:

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairperson

Date: \_\_\_\_\_


(SEAL)  
ATTEST:

CITY OF MARATHON

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY  
5-1-06

**INTERLOCAL AGREEMENT FOR THE USE OF THE MEETING ROOM  
AT THE MARATHON GOVERNMENT CENTER**

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter County, and the City of Marathon, a municipal corporation, whose address is 10045-55 Overseas Highway, Marathon, FL 33050, hereafter City.

WHEREAS, the County has a meeting room at the Marathon Government Center with the technical facilities to enable meetings to be cablecast;

WHEREAS, the County desires to permit the City to use the County meeting room; now therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

Section 1.

a) The County authorizes the City to hold 26 City Council meetings per year (October 1 – September 30) at the Marathon Government Center meeting room with each meeting approximately two weeks apart. The City must coordinate meeting dates with the Facilities Maintenance office so that no County/City schedule overlap occurs. The City will provide a full year's meeting schedule prior to October 1, each year. If a schedule conflict between a City Council meeting and a meeting of the County Commission, County Planning Commission or County Code Enforcement hearing does occur, then the County meeting or hearing will take precedence.

b) The County will televise live the City Council meetings, unless there is a meeting of the County Commission, County Planning Commission, County Code Enforcement hearing or similar organization going on at the same time, and will videotape all City Council meetings. If there is a County meeting or hearing going on, then the City Council meeting will be televised live on Channel 76 as soon as the County meeting or hearing is concluded. If the City Council meeting ends before the County meeting or hearing concludes, then the tape of the City Council meeting will be shown on Channel 76 twice on later dates.

c) Except as provided in Sec. 1(b), the County will replay each City Council meeting tape one time before the next City Council meeting. The City may request a specific time and date for each replay through the Technical Services office who shall accommodate the City's request unless the time requested by the City would conflict with a live telecast of a County meeting or hearing.

d) The County will furnish the City one video tape copy of each City Council meeting.

Section 2.

FILED FOR RECORD

2005 NOV -7 AM 11:59

DANNY L. KOLHAGE  
CLK. CIR. CT.  
MONROE COUNTY, FLA.

From the effective date of this agreement, until September 30, 2006, City shall pay the County \$25,978.68 in advance for 26 City Council meetings to be held at the Marathon Government Center, televised live (if there is no conflict with a county meeting or hearing), meeting video tapes, and one replay on Channel 76 of each meeting. The City may add three additional meetings to the 26 authorized above without additional charge. If the City Council holds meetings in excess of 29 during the period of October 1, 2005 through September 30, 2006, and desires that the extra meetings be held at the Marathon Government Center pursuant to this agreement, then the City must pay the County an additional \$999.18 for each meeting held. If the City holds less than 23 meetings using the Marathon Government Center, pursuant to this agreement, during the period of October 1, 2005 through September 30, 2006, then the County must refund or credit \$999.18 to the City for each meeting less than 23. If this agreement is extended for subsequent years after September 30 2006, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3.

The term of the Agreement is from October 1, 2005 through September 30, 2006.

Section 4.

The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchases suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

Section 5.

This agreement will take effect when executed certified copies are filed in the Office of the Clerk of the Sixteenth Judicial Circuit and in the Office of the Clerk of the City of Marathon, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth below.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By Daniel C. De Santos  
Deputy Clerk

Date 10/19/05

ATTEST:

By [Signature]  
City Clerk  
Date 9/28/05

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By [Signature]  
Mayor/Chairperson

CITY OF MARATHON, FLORIDA

By [Signature]  
Marathon Mayor

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
[Signature]  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 10/23/05

**City Council**

**Mayor John Bartus**

**Vice Mayor Chris Bull**

**Councilmember Bob Miller**

**Councilmember Marjie**

**Mearns**

**Councilmember Jeff Pinkus**



**City Manager**

**Michael H. Puto**

**City Attorney**

**Stearns Weaver Miller**

**Weissler Alhadeff**

**& Sitterson, PA**

**CITY OF  
MARATHON**

---

**REGULARLY SCHEDULED CITY COUNCIL MEETINGS**

---

**2005/2006**

---

Tuesday	10/11/05	6:30 p.m.
Tuesday	10/25/05	6:30 p.m.
Tuesday	11/08/05	6:30 p.m.
Tuesday	11/22/05	6:30 p.m.
Tuesday	12/13/05	6:30 p.m.
Tuesday	12/27/05	6:30 p.m.
Tuesday	01/10/06	6:30 p.m.
Tuesday	01/24/06	6:30 p.m.
Tuesday	02/14/06	6:30 p.m.
Tuesday	02/28/06	6:30 p.m.
Tuesday	03/14/06	6:30 p.m.
Tuesday	03/28/06	6:30 p.m.
Tuesday	04/11/06	6:30 p.m.
Tuesday	04/25/06	6:30 p.m.
Tuesday	05/09/06	6:30 p.m.
Tuesday	05/23/06	6:30 p.m.
Tuesday	06/13/06	6:30 p.m.
Tuesday	06/27/06	6:30 p.m.
Tuesday	07/11/06	6:30 p.m.
Tuesday	07/25/06	6:30 p.m.
Tuesday	08/08/06	6:30 p.m.
Tuesday	08/22/06	6:30 p.m.
Tuesday	09/12/06	6:30 p.m.
Tuesday	09/26/06	6:30 p.m.



our Fax  
295-3672

**REQUEST FOR USE OF COUNTY PROPERTY  
IN MONROE COUNTY, FLORIDA**

Date: 8/24/05

Name of persons or organization: City of Marathon

Address & telephone number: 10045 Overseas Hwy.

Contact person & telephone number: Cindy Ecklund 305-289-4101

Specific County property or meeting room requested: Marathon EOC

Intended use: City of Marathon Council meetings 05/06

Date(s) needed: See attached. Time: From: \_\_\_\_\_ to \_\_\_\_\_

Official Monroe County Government Use: Yes \_\_\_\_\_ No \_\_\_\_\_

Number of participants: \_\_\_\_\_

Brief description of event: Normal city council mtg.

Alcohol consumption/sales? Yes \_\_\_\_\_ No \_\_\_\_\_

Use of personal BBQ grill: Yes \_\_\_\_\_ No X

**USE OF COUNTY PROPERTY ONLY**

Clean up provisions, assurances, and state if any improvements are to be to facility: \_\_\_\_\_

Coordination with: Sheriff Dept: \_\_\_\_\_  
Security: \_\_\_\_\_  
Public Works: \_\_\_\_\_

Previous history of holding similar events: \_\_\_\_\_

**USE OF MEETING ROOMS ONLY**

Special Audio Visual Equipment Needed:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Describe: \_\_\_\_\_

Public Address System:  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Arrangement of Room \_\_\_\_\_

*Fees are listed on pages 5 and 6 of the Policy for Public Facilities, Roads, Bridges, & County Meeting Rooms.*

Scheduled Date: \_\_\_\_\_ **COUNTY USE ONLY**

Fees: \_\_\_\_\_

Insurance /Hold Harmless Requirements: \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ By: \_\_\_\_\_

Remarks: \_\_\_\_\_

HOLD HARMLESS AGREEMENT

This agreement entered into by and between MONROE COUNTY, FLORIDA a political subdivision of the State of Florida, herein "COUNTY" and City of Marathon whose address is 10045-55 Overseas Hwy, Marathon, FL 33050 hereinafter "EVENT SPONSOR."

That for and in consideration of the understanding hereinafter set forth the parties do agree and covenant as follows:

1. That in and for the consideration of permission to use certain public roads or other public property, more particularly described as follows: Marathon EOC for the purpose of conducting a City Council Mtg event, more particularly described as follows: on the all attached list 20 from am/pm until am/pm, the EVENT SPONSOR does hereby agree to indemnify the COUNTY in to for any and all claims or liabilities that may arise out of the above described event.
2. That, in addition to indemnification described in Paragraph One, the EVENT SPONSOR does hereby agree to hold the COUNTY harmless in all respects concerning the event described in Paragraph One and will defend any and all causes of action or claims and will, further, pay the cost of any attorney's fees incurred by the COUNTY arising out of the event described in Paragraph One.

City of Marathon  
Organization

By: [Signature]  
Of the above and duly authorized to  
Execute this agreement.

State of Florida  
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) on 27 day of September 2005  
By John Bertus, Mayor (Event Contact Person), he/she is personally known to me or has

produced FD (type of identification) as identification.

[Signature]  
Notary Public



Cindy L. Ecklund  
My Commission DD280187  
Expires January 11, 2008

\*